

IN RE: Application of Luxury Movers Moving) ORDER GRANTING
Company LLC to Amend Tariff) APPROVAL OF AMENDED
) TARIFF

By letter dated November 4, 2021, the Clerk's Office of the Commission instructed Luxury Movers to publish the Notice of Filing ("Notice") in newspapers of general circulation in the areas affected by the Application by December 6, 2021. The

Notice provided information regarding the nature of the proceeding and advised any person desiring to participate as a party of record to file a Petition to Intervene. The Commission required Applicant to provide proof of publication no later than December 6, 2021. On November 17, 2021, Luxury Movers filed its proof of publication. Luxury Movers indicated the Notice was published in the *Georgetown Times* within the applicable timeframe. No party intervened in this docket.

The Office of Regulatory Staff (“ORS”), a party of record pursuant to section 58-4-10(B) of the South Carolina Code of Laws (Supp. 2021), was notified of the requested amendment and filed its notice of appearance on November 8, 2021. ORS has no objection to this amendment.

The Commission addressed the proposed Amended Tariff in a virtual business meeting on January 27, 2022 at 2:00 p.m. Chairman Justin T. Williams presided. A motion was made to approve Luxury Mover’s request to amend its Tariff, and the motion was unanimously granted by the Commission.

III. EVIDENCE OF RECORD

As there was no evidentiary hearing on this matter, we must rely upon the documents filed with the Commission. The evidence includes the Amended Tariff, ORS’s Tariff Comparison, and Impact Study review letter. The proposed changes to the Company’s Tariff are outlined below:

Proposed Hourly Rates

\$105/Hr. for 2 guys (2 hour minimum)
\$135/Hr. for 3 guys (2 hour minimum)
\$165/Hr. for 4 guys (2 hour minimum)
*Extra \$30/Hr. for each additional man

ORS reviewed Luxury Mover's Application and prepared an Impact Study, which it filed with the Commission on December 29, 2021. The results of the ORS study include the following findings: Luxury Movers is "in compliance with Commission rules and regulations," "ORS has received no consumer complaints related to Luxury Movers in the past 12 months," and "Luxury Movers is in compliance with Annual Report and Gross Receipt filing requirements." (ORS correspondence dated December 29, 2021). Further, ORS provided a comparison of the Company's current rates with their proposed rates, which is included below.

December 29, 2021

ORS Tariff Comparison
Luxury Movers Moving Company LLC
Docket No. 2021-345-T

Exhibit A

	Description	Unit	Approved Rate	Proposed Rate	Increase Amount	% Increase
Rates Per Hour	Rate per two movers, residential	Per Hour	\$85.00	\$105.00	\$20.00	23.53%
	Rate per three movers, residential	Per Hour	\$115.00	\$135.00	\$20.00	17.39%
	Rate per four movers, residential	Per Hour	\$145.00	\$165.00	\$20.00	13.79%

IV. APPLICABLE LAW

The Commission is specifically authorized to regulate carriers of household goods, and to set their rates and charges: "[t]he commission must promulgate regulations necessary to control entry and certification standards, set rates and charges, and establish enforcement procedures and powers to govern the operations of carriers of household goods and hazardous waste for disposal." S. C. Code Ann. § 58-23-590 (2015).

The Commission is authorized to fix or approve the rates charged by every South Carolina motor vehicle carrier: "[t]he commission shall regulate every motor carrier in this State and fix or approve the rates, fares, charges, classifications, and regulations pertaining

to each motor carrier.... The rates once established remain in effect until such time when the commission determines the rates are unreasonable." § 58-23-1010.

1. The commission shall make, fix, establish, or allow just and reasonable rates, fares, charges, classifications, and rules for all motor carriers subject to its rate jurisdiction.

2. As often as circumstances may require, the commission upon notice and hearing, if deemed necessary, from time to time may change or revise, or cause to be changed or revised, any rates, fares, charges, classifications, and rules of a carrier who operates under a Certificate of PC&N.

Regulation 103-191, S. C. Code of Regulations (2012).

"Every rate made, demanded, or received by any motor carrier operating under a Certificate of PC&N... shall be just and reasonable." Reg. 103-192. Once rates are approved, motor carriers are prohibited from charging more or less than the rates specified in lawful tariffs, schedules, or by specific order of the Commission:

[N]o motor carrier operating under a Certificate of PC&N shall charge... a greater or lesser or different compensation for transportation, or for any service rendered, than the rates, fares, and charges specified in the lawfully applicable tariffs or schedules in effect from time to time.

S.C. Code Ann. Regs. 103-198 (2012).

V. FINDINGS OF FACT

After review of the Application and all of the evidence in the record, the Commission makes the following findings of fact:

1. Luxury Movers provided a proposed Amended Tariff, setting forth an increase in the hourly cost of its moving services.
2. We find Luxury Movers' Amended Tariff to be appropriate.

3. ORS determined Luxury Movers is in compliance with all applicable Commission rules and regulations, including the Annual Report and Gross Receipt filing requirements.

4. ORS has not received any consumer complaints regarding Luxury Movers in the past twelve months.

5. After review of the Application and the Impact Study prepared by ORS, we find the proposed amendments to the Tariff are just and reasonable.

VI. CONCLUSIONS OF LAW

After review of the Application and all of the evidence in the record, the Commission makes the following conclusion of law:

1. The Commission finds the proposed amendments to the Tariff of Luxury Movers Moving Company LLC are just and reasonable pursuant to Regulations 103-191 and 192 of the South Carolina Code of Regulations.

2. The Commission finds the proposed amendments to the Tariff shall be approved pursuant to the authority of the Commission set forth in sections 58-23-590 and 1010 of the South Carolina Code of Laws (2015).

VII. ORDERING PROVISIONS

IT IS THEREFORE ORDERED:

1. The request of Luxury Movers Moving Company LLC for approval of their Amended Tariff is granted.

2. The final Amended Tariff is approved and attached hereto as Order Exhibit No. 1.

3. This Order shall remain in full force and effect until further order of the Commission.

BY ORDER OF THE COMMISSION:



Justin T. Williams, Chairman
Public Service Commission of
South Carolina

**REGULATIONS AND SCHEDULE OF CHARGES APPLICABLE TO
CERTAIN INTRASTATE HOUSEHOLD GOODS MOVES WITHIN THE
STATE OF SOUTH CAROLINA**

Date Proposed: 02/17/2020

Effective Date: _____

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Applicability of Tariff

This tariff contains the regulations and rates applicable to the provision of intrastate household goods moved by Luxury Movers Moving Company, LLC. These services are furnished between points and places statewide.

SECTION 1**1.0 Transportation Charges**

Transportation Charges include the hourly rates as listed below.

1.1 Hourly Rates and Charges

Moves will be conducted on a "straight time" basis, with a minimum hourly charge as set out below plus actual travel time. The clock starts at the appropriate hourly rate when the movers leave the Luxury Movers Moving Company, LLC office location, and includes the movers estimate return time to the office location.

Number of Movers**Hourly Rate**

Two Men	\$105.00
Three Men	\$135.00
Four Men	\$165.00
Each Additional Man	\$30.00 per man/per hour

70 Miles Round Trip

Local: Truck Fee \$100

71 + Miles Round Trip

Non-Local: Truck Fee \$100 + \$3/Mile

1.2 Office Hours / Minimum Hourly Charges:

Luxury Movers Moving Company, LLC will operate Monday – Sunday from 7:00 a.m. to 9:00 p.m.

Monday- Sunday	Two-Hour Minimum Charge
Recognized Federal Holidays	Four- Hour Minimum Charge

After the minimum hourly charge, the hourly rates are calculated in thirty-minute increments. Any interim charge is rounded up to the next thirty-minute increment. If customers cancel within 24 hours of their move, Luxury Movers Moving Company, LLC will charge the applicable minimum. Hourly rates are the same, seven days a week, 24 hours a day, in every season of the year. Customers are not charged an additional fee for overtime labor.

Date Proposed: 02/17/2020

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Effective Date: _____

SECTION 2**2.0 ADDITIONAL SERVICES**

The following charges shall be assessed in addition to the hourly rates quoted in Section 1 of this tariff, in connection with a move involving additional items:

2.1 Bulky Article Charges (per item)

- Pool Tables- \$300
- Steel Gun Cabinet (in excess of 400 lbs.) - \$300
- Hot Tubs, Whirlpools - \$300
- Golf Carts \$300

2.2 Elevator or Stair Carry

Luxury Movers Moving Company, LLC does not charge an additional fee for elevator or stair carry, except as specified in Section 2.1 above.

2.3 Excessive Distance or Long Carry Charges

Luxury Movers Moving Company, LLC does not charge an additional fee for carrying articles an excessive distance to or from the motor vehicle.

2.4 Pick Up and Delivery

Luxury Movers Moving Company, LLC does not charge an additional fee for making additional pick-ups or deliveries after the initial stop if it is within our local parameters as specified in section 1.1.

2.5 Packing and Unpacking

2.5.1 Luxury Movers Moving Company, LLC does not charge an additional fee for packing and unpacking. The packing rate is the same as the hourly rate listed in Section 1; plus the market price of packing materials, including sales tax on the materials.

2.5.2 Luxury Movers Moving Company, LLC is not responsible for items packed by the customer. Boxes containing fragile or breakable items must be properly labeled. Luxury Movers Moving Company, LLC reserves the right to decline any moves consisting of extremely large or fragile items.

2.6 Piano Charges

Luxury Movers Moving Company, LLC will not move pianos.

2.7 Articles, Special Servicing

The rates and charges in this tariff do not include servicing or connection of appliances such as freezers, refrigerators, computer equipment, washers, dryers, televisions, and similar articles.

2.8 Waiting Time

The customer is charged the rates specified in Section 1 for all waiting time or delays which are not the fault of Luxury Movers Moving Company, LLC.

2.9 Storage Fee

Luxury Movers Moving Company, LLC will charge \$100 per truck per day if items cannot be delivered on the same day.

SECTION 3

3.0 RULES AND REGULATIONS

3.1 Claims

- 3.1.1** All claims for loss, damage or overcharge must be written and should be attached to the Bill of Lading.
- 3.1.2** Claimant must notify carrier of all claims for concealed damage within 96 hours of the move. Luxury Movers Moving Company, LLC must be given reasonable opportunity to inspect damaged items.
- 3.1.3** Although our movers will be careful with your possessions, from time to time damages may occur. If damages are caused by our service, Luxury Movers Moving Company, LLC reserves the right to repair the damage(s) in question. If we determine that damages can not be repaired, we reserve the right to either replace or compensate (actual cash value) for the damage. If there is damage, notify Luxury Movers Moving Company, LLC immediately. They will complete a Damage Report before they leave your site. If you discover damage after the move, call the office within 96 hours of your move. No damage claims will be honored until the charges for moving services are paid in full. You will be asked to sign a Release of Liability acknowledging this.
- 3.1.4** Please see the attached valuation document for Luxury Movers Moving Company, LLC. It covers two different options for valuation protection.

3.2 Computing Charges

Luxury Movers Moving Company, LLC rates are computed by multiplying the applicable hourly rate by the time as provided in Section 1.

3.3 Governing Publications

Luxury Movers Moving Company, LLC rates and charges are governed by the terms and conditions of this tariff, and the Rules and Regulations of the South Carolina Public Service Commission.

3.4 Items of Particular Value

Luxury Movers Moving Company, LLC does not assume any liability whatsoever for documents, currency, credit cards, jewelry, watches, precious stones or articles of extraordinary value including accounts, bills, deeds, evidences of debt, securities, notes, postage stamps, stamp collections, trading stamps, revenue stamps, letters or packets of letters, alcoholic beverages, firearms, coin collections, articles of peculiarly inherent or intrinsic value, precious metals or articles manufactured there from. Luxury Movers Moving Company, LLC will not accept responsibility for safe delivery of such articles if they come into Luxury Movers Moving Company, LLC's possession with or without Luxury Movers Moving Company, LLC's knowledge.

3.5 Bill of Lading, Contract Terms, and Conditions

Each customer will be provided with a copy of Luxury Movers Moving Company, LLC Bill of Lading. The terms and conditions of the Bill of Lading, attached hereto, are hereby incorporated by reference.

3.6 Delays

Luxury Movers Moving Company, LLC shall not be liable for any delays in transporting household goods resulting from an act of God or fault or neglect of any unforeseen entities.

SECTION 4

4.0 PROMOTIONS

Luxury Movers Moving Company, LLC will not have any promotions.